

**FEDERATED EMPLOYEES CREDIT UNION**  
**ONLINE SERVICES E-SIGN CONSENT AND DISCLOSURE**

This Online Services E-SIGN Act Consent and Disclosure provides important information required by the Electronic Signatures In Global and National Commerce Act (“E-SIGN Act”) and applies to your consent to and your request for the electronic delivery of all Communications for and relating to your membership and the accounts, products and services offered and/or accessible through Federated Employees Credit Union’s Electronic Services, including but not limited to Online Banking, Bill Pay, the e-Statement Service, Loan Application and the Remote Deposit Capture Service, as well as access to those online services via our Mobile Banking Application (“Mobile App”).

In this consent:

- “We,” “us,” “our” and “Credit Union” means Federated Employees Credit Union, and each and every current and future affiliate of Federated Employees Credit Union.
- “You” and “your” means the person giving this consent, and also each additional account owner, authorized signer, authorized representative, delegate, product owner and/or service user identified on any Credit Union Product that you apply for, use or access.
- “Communications” means each disclosure, notice, agreement, fee schedule, account statements, record, document, annual and other periodic notices required by federal and/or state law or regulation; and other information or notices we provide to you, or that you sign or submit or agree to at our request.
- “Electronic Service” means each and every product and service we offer that you apply for, use, administer or access using the Internet, a website, email, messaging services (including text messaging) and/or software applications (including applications for mobile or hand-held devices), either now or in the future.
- “Credit Union Product” or “Products” means each and every account, product or service we offer that you apply for, own, use, administer or access, either now or in the future. Credit Union Products include Electronic Services.
- The words “include” and “including,” when used at the beginning of a list of one or more items, indicates that the list contains examples – the list is not exclusive or exhaustive, and the items in the list are only illustrations. They are not the only possible items that could appear in the list.

*NOTE: Consenting to receive Communications under this Online Services E-SIGN Act Consent and Disclosure will not automatically enroll you in the e-Statement Service or result in the automatic electronic delivery of periodic account statements and/or credit card statements.*

This Online Services E-SIGN Act Consent and Disclosure, the Online Banking Agreement and Disclosure, and all other online services agreements and disclosures can be printed and/or downloaded by you, and are available to you in paper hardcopy upon request. Please read these agreements and disclosures prior to continuing with your enrollment in Online Banking.

If after you register for Online Banking you enroll in our e-Statement Service, Bill Pay Service, Remote Deposit Capture (eDeposit) Service, or any other service, your consent provided under this Online Services E-SIGN Act Consent and Disclosure will also apply to the electronic delivery of the related agreements and disclosures and all other Communications.

- 1. Applicability of Consent:** Your electronic consent to conduct business electronically applies to Credit Union online services, your request for accounts, and all related products and services you request or utilize, and the electronic delivery of all Communications.
- 2. E-mail Address and Keeping Your Information Current:** In order to communicate with you regarding your online services, new account(s) and all related products and services you request or utilize, and to deliver to you or notify you of Communications, you must provide us with your valid e-mail address and to notify us of any changes in your e-mail address. It is your responsibility to promptly notify the Credit Union of any changes to your e-mail address. You can update your e-mail address with us by either calling us at 507-455-5430, or

updating your e-mail address in your personal information via our internet Online Banking Service, or by submitting your change to us in writing via mail to Federated Employees Credit Union, 1929 S. Cedar Avenue, Owatonna, MN 55060, or by visiting one of our branches.

3. **Print and Download Agreements and Disclosures:** Most information on and within our website and via our online services is provided in either HTML and/or PDF format. For those documents provided in PDF format, Adobe Reader version 6.0 or later is required. A free copy of Adobe Reader may be downloaded at <http://www.get.adobe.com/reader>. To print or download documents you must have a printer connected to your computer or have sufficient hard-drive space on your computer to download, store and view the information. To print, click on the document HTML or PDF link, select Print, select your Printer, and click OK to print to your printer where the document can be printed on your own paper, or select Save or Save As to save and retain an electronic copy on your computer.
4. **Hardware and Software Requirements:** To receive Electronic Records, you must have access to –
  - A computer with the following operating system: Microsoft® Windows® 7, 8 or 8.1; or Apple® Mac® OS X®.
  - Internet browser: Internet Explorer® 11.x; Mozilla Firefox® 34, 35, 36, 37; Apple Safari® 8; or Google Chrome™ 39, 40, 41, 42. Other internet browsers or older versions of the listed browsers may be used but are not supported.
  - Internet access and connectivity.
  - A valid operating e-mail address.
  - Adobe Reader software to access and view documents provided to you in PDF format.
  - Sufficient memory and drive space capacity to download and save PDF documents and/or import account transaction activity to your computer and into money management software (i.e. Quicken).
  - A printer if you wish to print out and retain records on paper.

By affirmatively consenting, you confirm that you have access to the required hardware and software. You must obtain and maintain, at your expense, such compatible hardware and software as specified by us from time to time. The Credit Union is not responsible for any third party browser or other software you may need to use to access Communications and online services. Any such software is accepted by you as-is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.

You should have current anti-virus/malware/spyware software installed on your computer and keep the software updated. It is important that you download and install all service packs, security updates, version updates, and software updates as deployed by your Operating System and/or internet browser software provider in a timely manner. These updates may address software vulnerabilities that hackers or malware could otherwise exploit.

5. **Changes to Hardware and Software Requirements:** If our hardware or software requirements change, and that change would, in our opinion, create a material risk that you would not be able to access Communications and/or online services, we will give you notice of the revised hardware or software requirements. Your continued use of online services after we send you notice of the change is reaffirmation of your consent.

We may discontinue the support of any internet browser or other software at any time and without advance notice if we believe that it suffers from a security flaw or other flaw that creates a risk or otherwise makes it unsuitable for use with our Communications and/or online services. Such discontinuation could result in the unavailability of Communications and/or online services to those with such identified internet browser or software.

6. **All Agreements and Disclosures Are “In Writing:”** This Online Services E-SIGN Act Consent and Disclosure and all agreements, disclosures and notices delivered electronically or otherwise made available to you are

considered “in writing” and are available to you in a form you may keep by either printing or downloading the documents, or by requesting a paper copy from us.

- 7. Obtaining Paper Copies of Agreements and Disclosures:** You can obtain a paper copy of this Online Services E-SIGN Act Consent and Disclosure and the above listed agreements and disclosures by printing it/them yourself. You can also contact us at 507-455-5430 to request a paper copy free of cost when sent by us to you through regular U.S. mail. If you request that paper copies of these agreements and disclosures be sent to you other than through the regular U.S. mail you may be charged a fee.
- 8. Termination:** We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.
- 9. Withdrawing Consent:** You have the right to withdraw your electronic consent to conduct business electronically with us by telephoning us at 507-455-5430, by sending your instructions to us via U.S. mail to Federated Employees Credit Union, 1929 S. Cedar Avenue, Owatonna, MN 55060, or by visiting one of our branches. Your withdrawal of consent will become effective after we have had a reasonable opportunity to act upon it. If you withdraw your consent you will no longer receive electronic delivery or have electronic access to Communications, may not be able to open additional accounts or request additional Products and services online or utilize Credit Union online services to which you have enrolled, or view or print/download this or the above listed agreements and disclosures through our website.
- 10. Governing Law:** This Online Services E-SIGN Act Consent and Disclosure is made in Minnesota and shall be governed by the laws of the State of Minnesota, to the extent that Minnesota law is not inconsistent with controlling Federal Law.

By selecting the box indicating you have read the Electronic Disclosure and Consent, you affirmatively consent to conduct business electronically with the Credit Union and to receive electronic delivery of all Communications in connection with the Credit Union’s online services and your requests for related accounts, products and services.